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6 INDEPENDENT FILM PRODUCTIONS LIMITED
and LUC ROEG

7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**
11

12 DEAN KING,

13 Plaintiffs,

14 v.

15 IM GLOBAL, INDEPENDENT FILM
PRODUCTIONS LIMITED dba
16 INDEPENDENT FILM COMPANY, and
LUC ROEG,

17 Defendants.
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CASE NO. 2:15-cv-09646-SJO-AGR_x

**STIPULATION AND ORDER RE
PROTECTIVE ORDER**

Trial Date: January 31, 2017

**CTRM: 1 – The Honorable
S. James Otero**

1 Plaintiff Dean King, on the one hand, and Defendants Independent Film
2 Productions Limited, Luc Roeg, and IM Global, on the other hand (collectively, “the
3 Parties”; individually each a “Party,”) by and through their respective counsel of
4 record, hereby stipulate as follows:

5 WHEREAS, the Parties hereto desire a Protective Order for the purpose of
6 protecting their interests in the Confidential Information and/or Restricted Information
7 that may be produced in the course of discovery, as these terms are defined below, by
8 controlling the access to and use of such Confidential or Restricted Information, while
9 allowing discovery of the same for the purpose of conducting this litigation and not
10 for any other purpose outside the scope of this litigation;

11 NOW, THEREFORE, it is stipulated and agreed by and among the Parties
12 hereto, through their respective counsel of record, and without waiving any claims or
13 defenses in the above-captioned action and without acknowledging the propriety of
14 any claim by any Party that any information produced during the course of the
15 discovery in this action constitutes Confidential Information or Restricted
16 Information, that in order to preserve any claim by any Party that information
17 produced during discovery constitutes Confidential Information or Restricted
18 Information, the following Protective Order (the “Protective Order”) shall govern
19 discovery in this action.

20 1. “Confidential Information” shall consist of (1) information relating to
21 Plaintiff’s processes of creation and development of the published book *Skeletons on*
22 *the Zahara* (the “Book”), including but not limited to research notes, correspondence,
23 and memoranda; and (2) other information or material that any Party considers
24 competitively sensitive and should be so designated in order to protect it. Protection
25 for the above-described categories of documents is required to protect and preserve
26 the Parties’ respective competitive interests and trade secrets.

27 2. Confidential Information in written or documentary form shall be
28 designated as confidential material by the Party seeking protection prior to such

1 information being served on or delivered to any other Party or being made available
 2 for inspection and copying, with each document page stamped or marked with the
 3 word "Confidential." Confidential Information stored on computer disk and other
 4 information storage devices shall be designated as confidential by the Party seeking
 5 protection by affixing a label to the device stamped or marked with the word
 6 "Confidential." Disclosure of information inadvertently not labeled "Confidential" is
 7 governed by Paragraph 7 herein.

8 3. If any Party takes discovery from any third party in this case, all other
 9 Parties to the action are entitled to review and, at their election, designate such third
 10 party discovery as Confidential or Restricted pursuant to this Protective Order, in
 11 which case it shall be handled pursuant to all the terms and protections set forth
 12 herein.

13 4. Confidential Information may be given, shown, disclosed, made
 14 available, or communicated only to:

15 (a) The Parties' attorneys of record in this action (referred to herein as
 16 the "Attorneys"), including the associates, paralegals, stenographic, clerical or other
 17 support staff employees associated with the Attorneys;

18 (b) The Parties in this action, including, in the case of corporate
 19 Parties, their managers, officers, and directors;

20 (c) The Court hearing this action and that Court's personnel,
 21 stenographers or other persons involved in taking or transcribing testimony in this
 22 action;

23 (d) Such other persons as hereafter may be designated by written
 24 stipulation of all parties to this action, or by further Order of the Court on motion by
 25 any Party to the action, or by Subpoena for which no timely protective order is
 26 obtained pursuant to paragraph 13 below;

27 (e) Outside consultants or experts, and their support personnel,
 28 reasonably employed by a Party or counsel to a Party to assist counsel in the

1 preparation and trial of this action, but only if, before disclosure, such person executes
 2 a copy of the Consent Agreement attached hereto as Exhibit A, which shall be
 3 retained by the counsel who caused the Consent Agreement to be signed and shall be
 4 available for inspection by other counsel upon request;

5 (f) Any other person whose discoverable testimony during these
 6 proceedings is obtained or sought (excluding any Party or its/his agents,
 7 representatives, officers, directors, members, or employees), but only if such person
 8 executes a copy of the Consent Agreement attached hereto as Exhibit A, which the
 9 witness or the witness' counsel shall make available to any Party on request. In the
 10 event such person refuses to execute the Consent Agreement, the Parties will make a
 11 good faith effort to resolve by agreement the interests of confidentiality and the
 12 interest in third-party testimony concerning such confidential information, if possible.

13 (g) Any court reporter (including audio and video) involved in this
 14 action; and

15 (h) Experienced copying, imaging, computer services and/or litigation
 16 support services.

17 5. Confidential Information may further be designated "Restricted
 18 Confidential Information; For Counsel Only" by marking each document containing
 19 such information with the legend "Restricted Confidential Information: For Counsel
 20 Only," "For Counsel's Eyes Only" or "Restricted Confidential" (hereinafter referred
 21 to as "Restricted Information") in the same manner and within the same time
 22 limitations as the marking of information as "Confidential" set forth in paragraph 2
 23 hereof. All documents or things designated as "Restricted Confidential Information:
 24 For Counsel Only," "For Counsel's Eyes Only" or "Restricted Confidential" are
 25 included within the meaning of "Confidential Information" as used in this Protective
 26 Order and all provisions of this Protective Order applying to Confidential Information
 27 shall apply to Restricted Information, except that Restricted Information shall be
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1 given, shown, disclosed, made available, or communicated only to the persons
 2 identified in subparagraphs 4(a), 4(c), 4(d), 4(e) , 4(f), 4(g), and 4(h) above.

3 6. Confidential Information which may be designated as “Restricted
 4 Information” includes, but is not limited to: (1) information relating to Defendants’
 5 processes of creation and development of their unpublished and unreleased Script
 6 entitled IN SAND AND BLOOD (“the Script”), including but not limited to research
 7 notes, correspondence, memoranda and records of interviews; (2) drafts of the Script;
 8 (3) information regarding financing for the Script and any film projects based thereon;
 9 (4) information regarding financing for film projects based on the Book; (5) the
 10 financial information of any Party; and (6) any Party’s operations, development
 11 processes, business plans, confidential employee information, market research studies
 12 and results, and distribution channels and procedures. Information may be designated
 13 as “Restricted Information” by the Party from whom such information is being sought
 14 only to the extent that such information has not been publicly disseminated by the
 15 designating Party. The Parties recognize that designation of discovery materials as
 16 Confidential Information or as Restricted Information may burden each of them in
 17 terms of discovery and trial preparation, and therefore that designation should only be
 18 used where required and must be made in good faith. The Parties have also agreed
 19 that as discovery progresses in this action they will confer in an effort to resolve any
 20 of their differences regarding each other’s designation of information as Confidential
 21 Information or as Restricted Information.

22 7. Except as provided in subparagraphs 4(c), 4(d), 4(e), 4(f), 4(g), or 4(h)
 23 hereof, or except pursuant to stipulation among counsel for all Parties, counsel of
 24 record retained by the Parties shall, at all times, have and maintain physical custody
 25 and control over all Confidential and Restricted Information and counsel shall make
 26 diligent efforts to ensure that such Confidential and Restricted Information does not
 27 leave their custody and is not disclosed orally. If documents containing Confidential
 28 or Restricted Information are inadvertently or mistakenly disclosed, the Parties agree

1 that the disclosing Party shall promptly advise the receiving party of the disclosure
2 and shall recall any such inadvertently disclosed Confidential or Restricted
3 Information by making a request of the receiving party for its return. If the receiving
4 party fails to return such Confidential or Restricted Information, the Party that
5 designated the documents Confidential or Restricted Information may move the Court
6 by stipulation for an Order compelling its return.

7 8. With respect to testimony elicited during any deposition before trial,
8 whenever counsel for any Party deems that any question or line of questioning calls
9 for or will result in the disclosure of information which should be treated as
10 Confidential Information or Restricted Information, said counsel may designate on the
11 record prior to such disclosure, or promptly thereafter, that such testimony is
12 Confidential Information or Restricted Information. In the event that Confidential or
13 Restricted Information is to be disclosed at such deposition, each person personally in
14 attendance at such deposition and who is not the witness being examined or is not
15 entitled pursuant to this Protective Order to have access to the Confidential or
16 Restricted Information shall be excluded from those portions of the proceeding during
17 which Confidential or Restricted Information designated by another Party is to be
18 disclosed, provided, however, that the Parties in this action shall not be excluded from
19 any proceeding in which such Confidential or Restricted Information is disclosed.

20 9. Any portion of a deposition or other transcript that has been designated as
21 including Confidential Information or Restricted Information shall be so marked, shall
22 be separately bound, and shall be subject to the provisions of this Protective Order
23 pertaining to, respectively, Confidential Information and Restricted Information. If
24 any portion of a transcript or any exhibit to a transcript that has been designated as
25 Confidential Information or Restricted Information is filed with the Court, it shall be
26 filed in accordance with the terms and procedures of Local Rule 79-5 and Judge
27 Otero's specified procedures.
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1 10. No person, firm, corporation or other entity subject to this Protective
 2 Order, shall use Confidential Information or Restricted Information in any manner
 3 whatsoever except for the prosecution, defense, settlement or appeal of this action.
 4 Nor shall any person, firm, corporation or other party subject to this Protective Order
 5 give, show, disclose, make available or communicate Confidential Information or
 6 Restricted Information to any person, firm, corporation or other entity not expressly
 7 authorized by this Protective Order to receive such Confidential Information or
 8 Restricted Information. The attorneys for the parties to this action shall make the
 9 terms of this Protective Order known to all other persons bound by this Protective
 10 Order. Nothing in this Protective Order shall preclude any Party from utilizing
 11 information that it presently possesses or which comes into its possession outside of
 12 the discovery process in this action. Any such use of such information shall not
 13 constitute a violation of this Protective Order. Each Party retains the right to pursue
 14 any claim or defense it may have against any other Party arising from the
 15 unauthorized use of Confidential Information or Restricted Information.

16 11. Any Party or counsel for a Party who, in the course of a deposition, seeks
 17 to introduce, use or otherwise refer to a document or thing that has previously been
 18 designated Confidential Information, shall advise counsel present (and, if relevant, the
 19 Court) immediately in advance of such intended introduction, use or reference, and,
 20 unless the Court orders otherwise, shall treat the document or thing in accordance with
 21 the provisions of this Protective Order relating to Confidential Information or
 22 Restricted Information, depending on the designation of such document or thing.

23 12. Designation of documents as Confidential Information and Restricted
 24 Information does not necessarily entitle the Parties to have such documents filed under
 25 seal. The Parties' rights and obligations with respect to the filing and sealing of
 26 documents containing or designated as Confidential Information and Restricted
 27 Information shall be governed by the terms and procedures of Local Rule 79-5 and
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1 Judge Otero's procedures, including those listed on his page on the Central District of
2 California's website and on his Initial Standing Order, paragraph 28.

3 13. In the event that a Party is served with a subpoena by any person, firm,
4 corporation, or other entity who is not a Party to this Stipulation and which seeks to
5 compel the production of Confidential Information and/or Restricted Information, the
6 Party upon whom the subpoena is served shall give written notice of the subpoena to
7 the Party who has asserted the Confidential Information and/or Restricted Information
8 designation at least seven (7) calendar days before the production [or, if less than
9 seven (7) calendar days are provided for the production, within one business day after
10 service of the subpoena but in no event after the date for production]. The Party who
11 has initially designated the Confidential Information and/or Restricted Information
12 may seek a Court Order to quash the subject subpoena and/or obtain such other relief
13 as will protect the Confidential or Restricted Information. Should such a motion be
14 filed, the moving Party shall serve a copy of the Motion, by hand-delivery and e-mail,
15 upon the Party that received the subpoena, and if the Motion is filed before the
16 requested production date, the Party upon whom the subpoena is served shall not
17 deliver the subject documents until after such time as the Court rules on the subject
18 motion. Should an Order be obtained, the Party upon whom the subpoena is served
19 shall comply with the Order. Should no motion be filed before the scheduled
20 production date, the Party upon whom the subpoena is served may comply with the
21 subpoena.

22 14. This Protective Order and the procedures set forth herein shall not affect
23 the rights of the Parties to move to compel discovery or to object to discovery on any
24 grounds, including relevancy, trade secret or proprietary business information
25 grounds, nor shall it preclude any Party from seeking further relief or protective orders
26 from the Court as may be appropriate under the Federal Rules of Civil Procedure or
27 any other applicable statute, rule or authority.
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1 15. This Protective Order shall be without prejudice to the right of the Parties
2 (a) to bring before the Court at any time the question of whether any particular
3 document or information constitutes Confidential Information or Restricted
4 Information, or (b) to present a motion to the Court for a separate or modified
5 protective order as to any particular document or information, including restrictions
6 differing from those as specified herein. This Protective Order does not reflect any
7 stipulation or order that any information designated Confidential Information or
8 Restricted Information is or is not in fact a trade secret. This Protective Order shall
9 not be deemed to prejudice the Parties in any way in any future application or
10 modification of this Protective Order. The Parties agree to seek the resolution of any
11 disputes regarding the propriety of any designation of information as Confidential
12 Information or Restricted Information. If the Parties and their counsel through the
13 meet and confer process are unable to arrive at a resolution, the Parties shall promptly
14 seek the Court's resolution. If any such disputes arise during the course of a
15 deposition, the Parties shall temporarily recess the deposition and meet and confer at
16 that time to attempt to resolve the dispute.

17 16. At the election of any Party who produced Confidential Information,
18 within thirty (30) days after the last day for the filing of a notice of appeal of the final
19 decision in this matter, with no such notice of appeal having been filed, each Party
20 either shall destroy all Confidential Information (including Restricted Information) in
21 its possession and which was produced by another Party, and all documents and other
22 things containing or reflecting Confidential Information or Restricted Information
23 produced by another Party (including, without limitation, any copies and any and all
24 originals and copies of extracts, summaries, analyses or notes thereof), and provide
25 written certification under oath to the producing party to that effect, or shall deliver all
26 such Confidential Information, Restricted Information and documents and other things
27 to counsel for the Party or Parties from whom said Confidential Information or
28 Restricted Information was obtained.

1 17. After this Action has terminated, the Court shall retain jurisdiction to
 2 enforce the provisions of this Protective Order and to make such amendments,
 3 modifications and additions to this Protective Order as the Court may from time-to-
 4 time deem appropriate. Nothing in this Protective Order restricts or is intended to
 5 restrict the use or admission at trial of Confidential Information or Restricted
 6 Information.

7 18. All signatories listed, and on whose behalf the filing is submitted, concur
 8 in this filing's content and have authorized the filing.

9
 10 DATED: April 27, 2016

/s/Chad Weaver

11 CHAD WEAVER
 12 MEGAN HAYATI
 13 EDGERTON AND WEAVER, LLP
 Attorneys for Plaintiff
 DEAN KING

14
 15 DATED: April 27, 2016

/s/Kevin O'Hagan

16 KEVIN M. O'HAGAN
 17 O'HAGAN LLC
 One East Wacker Drive, Suite 3400
 Chicago, Illinois 60601
 Attorneys for Plaintiff
 DEAN KING

18
 19 DATED: April 27, 2016

/s/Brittany J. Shugart

20 MARVIN GELFAND
 21 BRITTANY J. SHUGART
 WEINTRAUB TOBIN CHEDIAK
 22 COLEMAN GRODIN LAW
 CORPORATION
 Attorneys for Defendant
 23 IM GLOBAL
 24
 25
 26
 27
 28

1 DATED: April 27, 2016

/s/Jamie Lynn Frieden

2 LOUIS P. PETRICH
3 DONALD R. GORDON
4 JAMIE LYNN FRIEDEN
5 LEOPOLD, PETRICH & SMITH, P.C.
6 Attorneys for Defendants
7 INDEPENDENT FILM PRODUCTIONS
8 LIMITED and LUC ROEG
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ORDER

IT IS SO ORDERED.



Dated April 27, 2016

Honorable Alicia G. Rosenberg
United States District Court Magistrate Judge

EXHIBIT A
Consent Agreement

UNDERTAKING OF _____

I, _____, declare:

1. I have received a copy of the Stipulation Re Protective Order entered in *Dean King v. IM Global, Independent Film Productions Limited dba Independent Film Company, and Luc Roeg*, Case No. CV-15-096646 SJO (AGRx). I have carefully read and understand all of the provisions of the Stipulation Re Protective Order.

2. I agree to be bound by all of the provisions of the Stipulation Re Protective Order. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the Stipulation Re Protective Order, and will not copy or use except for purposes of this action, any information designated "Confidential " or "Restricted" which I receive in this action.

3. I hereby consent to the jurisdiction of the Court in this matter for the purpose of enforcing the Stipulation Re Protective Order.

Executed this ____ day of _____, 20__, at _____

_____.

By: _____